

TOWN OF DAVIE
OFFICE OF THE TOWN ADMINISTRATOR

MEMORANDUM

TO: Mayor, Vice Mayor, Councilmembers
FROM: Ken Cohen, Assistant Town Administrator
DATE: June 24, 2003
SUBJECT: Discussion Item – Park City Median

The following information is being forwarded to you for discussion at the July 2, 2003 Town Council Meeting.

- Attachment #1 – The Town Attorney's determination on the Town's responsibility towards the median.
- Attachment #2 – Article 10 of the Pre-Annexation Agreement
- Attachment #3A – E-mails from Gary Hardin, who as Chairman of the Pre-Annexation Committee in 1998, states he remembers that Park City Management agreed to continue maintaining the median after the road's ownership was passed from Broward County to the Town of Davie.
- Attachment #3B – E-mail from Gary Hardin discussing audio tapes of the Park City Estates Pre-Annexation Agreement Committee Meetings.
- Attachment #4 – Park City Median Capital Project

If you have any questions, please do not hesitate to contact me at ext. 1030.

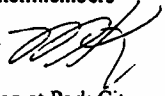
Cc: Tom Willi, Town Administrator
Russell Muniz, Town Clerk

KC:mgm
Attachments

Attachment
#1

MONROE D. KIAR
TOWN ATTORNEY
TOWN OF DAVIE
6191 SW 45th Street, Suite 6151A
Davie, Florida 33314
(954) 584-9770

MEMORANDUM

DATE: March 10, 2003
TO: Tom Willi, Town Administrator
CC: Mayor and Councilmembers
FROM: Monroe D. Kiar 
RE: 18th Street Median at Park City c30302

You asked this office to review the Park City Pre-Annexation Agreement and determine whether the agreement mandates that the Town is responsible for the maintenance of median strips within Park City.

Discussion

Upon review of the Park City Pre-Annexation Agreement, it is the determination of this office that the Agreement does not mandate that the Town will incur responsibility for the maintenance of median strips within Park City. The provisions set forth under Article 10 establish that the Town will be held responsible for the maintenance of private roads dedicated to the Town, as well as, those public roads within Park City Estates. No mention is made of the parties' responsibilities with regard to medians.

The Town has also indicated that it normally does not provide maintenance for median strips and further indicated that private individuals are in most cases responsible for their maintenance. A review of the Davie Code of Ordinances did not provide evidence to the contrary.

lines. The Town represents that there is currently no franchise fee imposed or collected with regard to water and sewer services provided by the City of Sunrise. Furthermore, all benefits enjoyed by the residents pursuant to the various court actions shall be honored by the Town.

9. The Town acknowledges that Park City Estates is currently subject to an agreement providing for private solid waste collection and disposal service for Park City Estates. In recognition thereof, the Town hereby agrees that Park City Estates shall continue to provide for its own solid waste collection and disposal service. Park City Estates shall be exempt from, and not bound by any franchises, agreements or other obligations related to solid waste to Town or to its designee unless the Association and Management or their respective successors or assigns request, in writing, that the Town provide such services to Park City Estates. This exemption shall apply until 2020. The exemption shall also apply to recycling programs. This agreement shall not impose any duty on Park City Management Corp. to provide for or pay for recycling services at any time. In the event Park City contains less than 420 mobile home sites on or before December 31, 2010, then the rights provided to said park in this paragraphs shall terminate on December 31, 2015, rather than 2020. No franchise fee shall be imposed regarding the provision of waste collection and disposal service to Park City Estates during which time that collection is not being provided under Davie's franchise. If and when, at the written request of Association and Management, Town commences to provide solid waste collection and disposal service to Park City Estates by franchise or otherwise, such service shall be made available to Park City Estates on the same basis and for the same fees charged other residents and businesses within the Town, or other mobile home parks within the Town, whichever is lower. The Town shall notify all solid waste franchise holders and applicants of this Agreement and exemptions and shall obtain any required waiver from all solid waste franchise holders and applicants.

10. The roadways in Sections One which are private roads shall be dedicated to the Town. The Town shall accept said roadways and thereafter

responsibility for maintenance of said roads shall be that of the Town. All other roads within Park City Estates are currently dedicated public roads and the responsibility for maintenance of same after annexation shall be of the Town.

11. Town acknowledges that it is constitutionally and statutorily charged with ensuring that its governmental, corporate, and proprietary powers are exercised in a fair and reasonable manner, not selectively. Town hereby agrees not to interpret ordinances, laws, rules or regulations or to proceed against the property owners owning property within Park City Estates in a manner more onerous or expensive than against any other mobile home park or manufactured home community in the Town, except mobile home parks annexed to the Town pursuant to a Pre-Annexation Agreement prior to January 1, 1996. Since mobile home sites are small and represent much of the affordable housing in the Town, Town shall not interpret or construe "single family residence" or similar term or terms to apply to mobile homes or to mobile home sites, unless mobile home sites or mobile homes are specifically referred to in the law, rule or regulations that the Town is enforcing against the properties located within Park City Estates or the residents.

12. Town agrees to reimburse Association and Management for combined legal fees incurred in the preparation of this Agreement and in the preparation and approval of the special act providing for the annexation of Park City Estates, said reimbursement not to exceed the sum of \$10,000.00 total. The reimbursement shall be due and payable only upon the passage into law of the special act providing for annexation of Park City Estates into the Town. Town shall be provided with copies of all statements for legal services for which the Association or Management seek reimbursement. In the event that the annexation of Park City Estates or the validity of this Agreement is challenged in any way, Town agrees to defend itself and the agreement at the Town's expense. The Association and/or Management at their sole option and expense may participate in the defense of the legal challenge.

13. Town agrees to provide a police officer or officers designed by name (as may be changed from time to time) who shall serve as liaison with Park City Estates.

Attachment #3A

06/06/2003 01:22 PM

cc: Ken Cohen, Candice Ordway/Davie@Davie
Subject: PARK CITY SW 18th STREET MEDIAN.

Please see attached. The author requests that this information be forwarded to you.

Thomas J. Willi
Town Administrator

----- Forwarded by Tom Willi/Davie on 06/06/2003 01:22 PM -----



Park City
<parrot33324@yahoo.com>

06/05/2003 03:25 PM

To: ParkCity Archives <PARK_CITY_ARCHIVES@YAHOO.COM>, PARK CITY <parrot33324@netzero.net>, davierb@aol.com, DAN STALLONE <danny_stallone@davie-fl.gov>, TOM TRUEX <trux@davie.org>, TOM WILLI <tom_willi@davie-fl.gov>
cc:
Subject: PARK CITY SW 18th STREET MEDIAN.

Dear Mayor Truex:

Since the June 4, 2003 Town Council meeting (last night), I have received information that the Town has yet not come to a decision on maintaining the Park City SW 18th Street median. I along with many in Park City am thankful for the one time mowing of that median by the Town.. The effort put forth by the P.C.H.O.A. President Ms. Barbara Tilley to acquire that one time Town maintenance, was because of many complaints in the past. It is my understanding that Park City Management's President Ms Julia Neal, approached the Town in January this year, to seek that the Towns take over her past SW 18th Street median maintenance as an obligation. Her lack of desire to fulfill her duty in caring for that median caused it to become an ugly site. I must say that I am appalled that the Town of Davie would even consider such a task, passing on to the Town wide citizens the tax burden of performing Park City Management's duty of caring for their common area. Since I was chairman of the Pre-Annexation Committee in 1998, and chaired all meetings at the request of the Town of Davie, Park City Homeowner's Association and Park City Management, I do remember along with another Committee member that Management stated they would maintain the median in question. If it becomes an issue, I would be willing to go back through all audio tapes of those meetings. In 1999 well after our annexation, Management was approached by some of our residents including one Board of Director from the H.O.A. about a palm bush blocking traffic view, to no avail. When I viewed the problem, I also filled out a complaint to Management with a different approach. That approach was to simply mention their legal liability if one were injured turning left into oncoming traffic. The very next day, Management sent out their labor team at 2:00 P.M. and made the intersection much safer. Had they thought it was Davie's problem, they would not have taken action. There is no mention in the Pre-Annexation Agreement that reflects the Town is to assume Park City Management's duty of maintaining that median or any public right of ways as far as mowing. I must say, "I agree with Mr. Tom Willi on this one." Please view in my opinion, the presumptuous attitude of Management to escape their responsible duties in the PDF attachment of their community newsletter "Park City Informer" at the bottom of the page under "A NOTE".

CC Mr. Tom Willi & Town Council.

Attachment #3B
Page 1 of 2



Park City
<parrot33324@yahoo.
com>

06/20/2003 04:59 PM

To: KEN COHEN <ken_cohen@davie-fl.gov>, LISA HUBERT
<LISA_HUBERT@DAVIE-FL.GOV>, JUDY PAUL
<JUDY_PAUL@DAVIE-FL.GOV>, DAN STALLONE
<danny_stallone@davie-fl.gov>, SUSAN STARKEY
<SUSAN_STARKEY@DAVIE-FL.GOV>

cc:

Subject: PARK CITY 18th ST. MEDIAN ISSUE.

Mr. Cohen:

In response to your e-mail transmission to me yesterday (6/19/2003) concerning your desire to have access to audio tapes of meetings between the Park City Pre-annexation Agreement Committee & the Town of Davie. I have gone through our "Park City Archives" audio tape library and found no less than thirteen tapes that have recordings on both sides. We are in the process of creating a "Park City Archives" of all documents and tape recordings onto CD's. Until that is realized, the thirteen tapes with possibly twenty-six hours on all pre-annexation meetings between Park City Management, the Town of Davie and the Pre-Annexation Committee must be auditioned. We are happy to honor your request for a certain portion of those tapes in reference to the Park City Estates SW 18th Street and its median issue. Since the tapes cannot be removed from the Park City Archives, all exploration of the tapes will be done in our office. We will attempt to get started on your request Monday June 23, 2003 or soon thereafter.

Some in Park City Estates have made the observation of this issue as, "I would be paying for that median maintenance twice. Payment to Park City Management for nothing with my mandatory maintenance fee, and second, my mandatory tax dollars to the Town of Davie."

Since our annexation into the Town of Davie, my first allegiance is to the Town and its entire tax paying resident population. The Park City Estates community is second. No, there is no political agenda or ambition on my part. Since we of Park City became a part of the greater community of Davie, attempting to manipulate the Town into favoritism on a single community issue at the expense of the greater number of tax payers, I find repugnant. Thank you for your e-mail request of which we will make an attempt to produce the information in copy form, in a timely fashion. I am thankful for the objectivity of Vice Mayor and Council Member Mrs. Susan Starkey, in regard to her questions about the Park City Estates signs as well as the median issue.

A Friend in Truth, Gary Hardin.

1920 SW 84th Ave

Davie, Florida 33324

PH- 954-916-9756

The Parrot.
Your Park City Community News.
The only source for your enlightenment of your community issues.

Do you Yahoo!?
SBC Yahoo! DSL - Now only \$29.95 per month!

**TOWN OF DAVIE, FLORIDA
CAPITAL PROJECT REQUEST
SUMMARY SHEET**

Project:	Park City Median
Description:	Install type "D" curbing and brick pavers within the 18 Street median.
Purpose and Justification:	Remove existing extruded curbing and plant material from 18 Street median and replace with brick pavers and new type "D" curbing. Improve median appearance while minimizing maintenance cost.
Estimated Cost:	\$66,000
Funding Source:	Bonds
Location/Description:	Park City Subdivision - SW 18 Street between SW 87 Terrace and SW 83 Avenue.

BAC Review: _____

PROJECT BUDGET

Projected Budget: Park City Median
Previous Allocations:

	FY04	FY05	FY06	FY07	FY08
Land Cost					
Land Improvement Cost					
Design, Planning, and Engineering Cost:					
Internal Town Resources Cost					
Contracted Services Cost					
Construction Cost:					
Internal Town Resources Cost			8,000		
Contracted Services Cost			58,000		
Equipment Cost					
TOTAL COSTS:			\$66,000		

Estimated Annual Operating Expenses:
 Best estimate of the breakdown for annual operating costs.

Personnel Costs	300	300	300	300
Contractual Services:				
Land Maintenance				
Building Maintenance				
Janitorial Services				
Operating and Maintenance				
Utilities:				
Electricity				
Water and Sewer				
Communications				
Other				
Insurance				
Replacement Reserve				
TOTAL OPERATING COSTS:	\$300	300	300	300

Operating Cost Summary: Weed control of SW 18 Street median